

Manasquan Board of Education

and the

Manasquan Education Association

Memorandum of Agreement

July 1, 2009 – June 30, 2012

ARTICLE 1

RECOGNITION

- A. The Manasquan Board of Education does hereby recognize the Manasquan Education Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment of the following employees.
1. All certificated teaching personnel under contract including department heads but excluding supervisory, administrative, and executive personnel; i.e. principals, assistant/vice principals, directors of guidance and/or directors of special services.
 2. General secretaries and clerical personnel in the board's employ including secretaries to the building principals and secretaries to the guidance director, but excluding the secretaries of the superintendent, the secretaries to the board secretary, and others excluded by the act.
 3. Custodial employees of the board.
 4. Paraprofessionals.
 5. Representation of the above categories is limited to full-time employees and excludes part-time employees (defined as those employed for less than four [4] hours per day or twenty [20] hours per week) and also excludes substitutes.
- B. Unless otherwise indicated, the term "employees", when used hereinafter in the agreement, shall refer to all employees represented by the association in the negotiating unit as above defined and reference to male employees shall include female employees.

ARTICLE 2

NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor agreement in accordance with the New Jersey Employer-Employee Relations Act, as amended, N.J.S.A. 34:13A-1 et seq. in good faith efforts to reach agreement on all matters concerning the terms and conditions of employment. Such negotiations shall begin on March 15, or as soon thereafter as practicable but not later than March 31, of the calendar year in which this agreement expires or as per PERC rules and regulations. Any agreement so negotiated shall apply to members of the appropriate unit, be reduced to writing, be signed by the authorized representatives of the board and the association, and be adopted by the board.
- B. The board agrees to furnish to the association, in response to reasonable requests, any information which is a matter of public record or which is encompassed under the Right to Know Law.
- C. Neither party shall have control over the selection of the negotiating representatives of the other party. Either party may call upon professional advisers to serve as consultants during any period or phase of the negotiations.
- D. This agreement incorporates the entire understanding of the parties hereto on all matters which were or could have been the subject of negotiation. During the term of this agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time this agreement was negotiated or executed.
- E. This agreement shall not be modified in whole or in part by the parties hereto except by an instrument in writing duly executed by both parties.

ARTICLE 3

GRIEVANCE PROCEDURE

A. Definitions

1. **Grievance:** a "grievance" is a claim by an employee or the association based upon the interpretation, application, or violation of this agreement, policies, and administrative decisions affecting an employee or group of employees.
2. **Aggrieved person:** an "aggrieved person" is the person or persons or the association making the claim.
3. **Party in interest:** a "party in interest" is the person or persons making the claim and any person including the association or the board who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees' terms and conditions of employment, subject to Paragraph E.4 of this article. Both parties agree these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

C. Rights of Employees to Representation

1. Any employee may be self-represented at all stages of the grievance procedure or, at the person's option, by a representative selected or approved by the association.
2. When an employee is not represented by the association in the processing of a grievance, the association shall have the right to be present and to state its view at all stages of the grievance procedure.
3. No reprisals of any kind shall be taken by the board or any member of the administration against any party in interest, any representative, any member of the association, or any other participant in the grievance procedure by reason of such participation.

D. Procedures - Grievance Steps

1. Failure at any step of this procedure to communicate the decision of the grievance within the specified time limit shall permit the aggrieved person to proceed to the next step.
2. Failure at any step of this proceeding to appeal the grievance to the next step within the specified time shall be deemed a forfeiture of the right to process the grievance at a higher level.
3. Time limits may be extended at any step in the proceeding by mutual written consent.

4. In the event a grievance is filed at such time that it cannot be processed through all steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following year could result in irreparable harm to any employee, the time limits set forth herein shall be adjusted by mutual written consent and completed as soon after the school year as is practicable.
5. It is understood that the grievant shall, during and notwithstanding the pendency of any grievance, continue, under the direction of the superintendent or a named designee or supervisor, to perform all assignments and adhere to all policies, procedures, and rules & regulations of the board until such grievance and the affect thereof shall have been fully determined.
6. The number of school days indicated at each level should be considered as the maximum, and every effort should be made to expedite the process.

E. Levels of the grievance procedure are as follows:

1. Level One: any grievant who has a grievance shall file written notice with the principal or immediate supervisor, within twenty-one (21) school days from the date after the grievant knew or should have known of the occurrence of the event giving rise to the grievance. Upon receipt of the aforesaid written notice, the principal or supervisor shall set up a discussion in an attempt to resolve the matter informally at that level.
2. Level Two: If, as the result of the informal discussion, the matter is not resolved to the satisfaction of the grievant within seven (7) school days, the grievant shall set forth the grievance in writing, on the form jointly developed and provided, to the board, to the building principal, or the immediate supervisor. The building principal or the immediate supervisor of the grievant shall meet with the grievant in an attempt to resolve the matter as quickly as practical. The building principal or the immediate supervisor of the grievant shall communicate the written decision to the grievant and the association within seven (7) school days of the receipt of the grievance.
3. Level Three: If the grievant is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within seven (7) school days after presentation of the grievance, the grievant shall appeal the grievance in writing to the superintendent or a named designee within seven (7) school days after the decision at Level Two, or fourteen (14) school days after the grievance was presented, whichever is sooner. The superintendent or a named designee shall meet with the grievant in an attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) school days; the superintendent or a named designee shall communicate the decision in writing to the grievant and the association and the principal, or immediate supervisor, within fifteen (15) school days of receipt of the grievance or five (5) school days after meeting with the grievant.
4. Level Four: If the grievant is not satisfied with the disposition of the grievance at Level Three, the grievant shall file the grievance, in writing, with the board of education. The grievance must be filed within five (5) school days after receipt of the decision at Level Three or twenty (20) school days after submitting the grievance to the

superintendent or a named designee who shall attach all related papers and forward the grievance to the board of education. A hearing shall be scheduled with the grievant by the board at a mutually reasonable time. Such hearing shall be held within twenty (20) business days of receipt of the grievance. The board shall give a decision, forwarded by the superintendent or a named designee to the grievant and to the association, within thirty two (32) calendar days of receipt of the grievance by the board.

In no event shall a grievance of a non-tenured staff member concerning his non-renewal proceed to Level Five which provides for binding arbitration.

5. Level Five: If the grievant is not satisfied with the disposition of the grievance at Level Four, the grievant may, within fifteen (15) school days of the board decision, submit the dispute to arbitration. The association shall notify the board through the superintendent or a named designee, of the request for arbitration. The association shall submit the grievance to the Public Employees Relations Commission (PERC) and the parties agree to be bound by the rules and regulations of PERC. The selection of an arbitrator shall be in accordance with PERC regulations. Unless otherwise set forth in the written contract, the arbitrator's determination shall be binding on both parties. The arbitrator does not have the right to add to, subtract from, or modify this agreement in any manner.

F. Costs of Arbitration

The fee and expense of the arbitrator are the only costs which shall be shared equally by the parties. Any other expenses incurred shall be paid by the party incurring same.

G. Miscellaneous

1. Written Decisions: commencing with Level Two and all subsequent levels, the decision by the administration or the board shall include a statement of the reasons for the position taken at that level.
2. Group Grievances: if, in the judgment of the association, a grievance materially affects a group or class of employees, the association may submit such grievance in writing to the superintendent or a named designee. The processing of such grievance shall commence at Level Three.
3. Forms: forms for filing grievances (which are to be supplied by the association), serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the superintendent (business administrator for cafeteria workers) and the association, and be given appropriate distribution so as to facilitate operation of the grievance procedure.
4. Meetings and Hearings: all meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this article.
5. Grievance File: all documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants. Such files may be kept by the superintendent and the association.

ARTICLE 4

EMPLOYEE RIGHTS AND PRIVILEGES

- A. Pursuant to the New Jersey Employer-Employee Relations Act, as amended, N.J.S.A. 34:13A-1, et seq., the board hereby agrees that every employee of the board shall have the right to freely organize, join, and support the association and its affiliates for the purpose of engaging in collective negotiations. As a duly elected body exercising governmental powers under the laws of the State of New Jersey, the board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the New Jersey Employer-Employee Relations Acts, as amended, N.J.S.A. 34:13A-1, et seq. or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any employee with respect to terms or conditions of employment by reason of his/her membership in the association and its affiliates, his/her participation in any activities of the association and its affiliates, collective negotiations with the board, or his/her institution of any grievance, complaint, or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under New Jersey School Law or other applicable laws and regulations.
- C. Whenever any employee is required to appear before the superintendent, the board, or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his/her office, position of employment or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the association present to advise him/her and represent him/her during such meeting or interview.

Any suspension of a teacher or a secretary under tenure pending charges shall be with full pay unless, in the judgment of the board, the gravity of the offense charged or the particular circumstances involved warrant a departure from the existing practice of granting such pay, until such time as a decision is rendered by the Commissioner of Education or a limit of one year from the date of suspension.

- D. No employee shall be prevented from wearing pins or other suitable identification of membership in the association or its affiliates. For the purpose of this agreement, affiliates shall include and be limited to the National Education Association, the New Jersey Education Association, and the Monmouth County Education Association.
- E. No employee shall be reprimanded or disciplined without just cause. Any such action asserted by the board, or any agent or representative thereof, shall be subject to the Grievance Procedure herein set forth.

ARTICLE 5

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The board agrees to furnish to the association, in response to reasonable requests, any information which is a matter of public record or which is encompassed under the Right-to-Know Law.
- B. Whenever any representative of the association or any employee is mutually scheduled by the parties to participate, during working hours, in negotiations, grievance proceedings, conferences, or meetings he/she shall suffer no loss in pay.
- C. Representatives of the association, the New Jersey Education Association, the Monmouth County Education Association, and the National Education Association shall be permitted to transact official association business on school property at all reasonable times, provided that this shall not interrupt nor interfere with neither normal school operations nor the immediate obligations of the employee so concerned.
- D. The association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. The principal of the building in question shall be notified in advance of the time and place of all such meetings. Approval of the building principal or his representative is required.
- E. The association shall have the right to use school facilities and equipment, including typewriters & computers, duplicating equipment, business machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. Materials and supplies incident to such use shall, upon request by the board, be furnished by the association (or reasonable cost of such materials and supplies shall be paid for upon request by the board by the association). It shall be the obligation of the association to provide qualified adequately trained personnel to operate the equipment. The association agrees to pay for any equipment damaged or stolen while in use by the association, as permitted under Paragraph "E". The association will absorb their share of any user or copying fee charged to the board for the use of copying equipment.
- F. The association shall have the right to purchase expendable office supplies and other materials from the board at the price paid by the board to its suppliers or from the board's suppliers at the price paid by the board at the time of purchase.
- G. The association shall have, in each school building, the exclusive use of a bulletin board in each faculty lounge. The association shall also be assigned adequate space on the bulletin board in the central office for association notices. The location of association bulletin boards in each room shall be designated by the association. Copies of all materials to be posted on such bulletin boards shall be given to the building principal, but no approval shall be required.
- H. The association shall have the right to use the inter-school mail facilities and school mailboxes, excluding electronic mail, for association materials as it deems it necessary

and without approval of the building principal or other members of the administration for closed or sealed materials. The use of mail facilities and school mailboxes for open materials must be approved by the building principal. The association's seal or signature of an officer shall be attached to all documents sent through inter-office mail.

- I. The rights and privileges of the association and its representatives as set forth in the agreement shall be granted only to the association as the exclusive representative of the employees and to no other organizations.
- J. The board shall provide release time of one non-teaching or preparation period per day, not to exceed 40 (forty) minutes, to the president of the association and one non-teaching or preparation period per day, not to exceed 40 (forty) minutes, to the chairperson of the Negotiations Committee in order that they may perform their functions as representatives of the association in the enforcement of this agreement. Said time shall be in addition to the regularly scheduled preparation time and duty-free lunch period.

In the case of an elementary school teacher, when these conditions cannot be fully met without interfering with the educational process, a mutual agreement shall be arrived at by the superintendent, the principal, and the president of the association.

- K. Effective with all new hires as of 7/1/2005, with the recommendation of the Superintendent and approval of the Board, bargaining unit members may enroll their children in the high school and elementary school at half the annual pupil tuition rate.

ARTICLE 6

BOARD RIGHTS

The board of education hereby retains and reserves unto itself without limitations all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey and including the right (a) to direct employees of the school district, (b) to hire, promote, transfer, assign, and retain employees in positions within the school district and suspend, demote, discharge, or take other disciplinary action against employees, (c) to relieve employees from duties because of lack of work or other legitimate reasons, (d) to maintain the efficiency of the school district operations entrusted to them, (e) to determine the methods, means, and personnel by which such operations are to be conducted, and (f) to take whatever other actions may be necessary to carry out the mission of the school district in any situation.

ARTICLE 7

SCHOOL CALENDAR

- A. A joint committee comprised of the association, principals, and the superintendent shall meet on or about December 1, but not later than January 1, to consult on a school calendar for the ensuing year.
- B. If this joint committee cannot reach mutual agreement on a proposed school calendar, the association shall have the right to meet with the board not later than January 15 to present its viewpoints and proposals regarding the calendar.

ARTICLE 8

TEACHERS' HOURS AND TEACHING LOADS

- A.
 - 1. Teachers shall indicate their presence for duty by placing a check mark in the appropriate column of the faculty sign-in roster. Teachers signing in late shall be required to indicate the time of arrival and initial same. Teachers shall indicate their departure at the end of the school day by placing a check mark in the appropriate column of this roster.
 - 2. No teacher shall be required to report for duty earlier than ten (10) minutes in the high school and twenty (20) minutes in the elementary school before the opening of the pupils' school day, and shall be permitted to leave thirty (30) minutes in the high school and twenty (20) minutes in the elementary school after the close of the pupils' school day. On Fridays or on days preceding a holiday or vacation, the teachers' work day shall end at the close of the pupils' school day or when all duty obligations have been completed.
 - 3. A schedule of activities requiring faculty supervision other than those listed in Schedule C shall be published on or about September 15 each year. Teachers shall be required to choose one of these activities without additional compensation. In the event additional staff supervision is required for any of these activities, said assignment shall be made by lottery. All assignments beyond the first assignment to a teacher regarding activities requiring faculty supervision shall be compensated at the rate of \$25 (twenty-five dollars) per hour.
 - 4. Those activities for which faculty supervision is required, except those listed in Schedule C and for which compensation is made either by the board or the Central Fund shall be listed. Teachers may volunteer for assignment to such activities and assignments shall be made by the principal or on the basis of area of interest, length of service in the district, and competence to perform assigned duty.
- B.
 - 1. There shall be a five (5) block day in the high school. The teaching load in the high school shall not be more than three (3) blocks and one assigned duty of twenty-five (25) minutes and a Home Room assignment or comparable duty assignment, if scheduled. The daily pupil contact time shall not exceed two hundred seventy-five (275) minutes. When possible, tutorial duty assignments will be rotated within the departments.

Courses such as: Band, Chorus, HSPA, Labs, Yearbook, Blue & Gray, etc. must retain flexible time within the schedule to best accommodate the educational needs of the students in these areas. The parties agree that the Board retains the right to schedule such courses to meet educational needs. The schedule of the teachers teaching said courses may be different from that set forth in paragraph one above. If the teaching schedule does vary, the workload of the teachers shall not exceed two hundred seventy-five (275) minutes of pupil contact time.
 - 2. High school teachers shall not be required to teach more than two (2) subject areas nor more than a total of three (3) teaching preparations at any one time. Exceptions can be made when lack of student enrollment makes this impossible.
 - 3. Efforts will be made so that regular classroom teachers in the high school shall not be required to change subject area teaching stations more than two times during the school day.

4. The parties agree that the Board retains the authority to return the high school schedule to a traditional nine (9) period day. In that event, the daily teaching load in the high school shall not be more than six (6) teaching periods and shall not exceed two hundred seventy-five (275) minutes of pupil teaching time. Assignment to a non-preparation class period shall be considered a teaching period for the purpose of this article. Teachers assigned on a cross-schedule basis shall be governed by the high school workload provisions.
- C.
 1. Teachers shall have a daily duty-free lunch period in accordance with State Board of Education regulations.
 2. Teachers may leave the building without requesting permission during their scheduled duty-free lunch period, so long as said teachers sign out and sign in.
 3. No meetings, conferences, or interviews shall be scheduled with the teacher by the administration during the duty-free lunch period.
- D.
 1. There shall be a limit on faculty meetings; including department and grade level meetings at both schools, of no more than two (2) meetings per month with an aggregate total of no more than 90 minutes, provided that additional meetings may be called in the instance of an emergency. Emergency is defined as an unforeseen event with potentially serious consequences (for example, violence). In the event of monitoring, Middle States, or the equivalent, teachers may be required to attend up to four (4) meetings per month for an aggregate total of no more than 150 minutes. Such meetings shall begin no later than ten (10) minutes after the student dismissal time and shall run for no more than fifty (50) minutes. If additional time is needed, students shall be dismissed early. This section does not apply to association meetings.
 2. An association representative may speak to the teachers at any meeting referred to in Paragraph 1 above for at least ten (10) minutes on the request of the representative at the end of the meeting.
 3. The notice and the agenda, when possible, for any meetings shall be given to the teachers involved at least three (3) school days prior to the meetings, except in an emergency. Teachers shall have the right to suggest items for the agenda.
- E. Classroom teachers shall, in addition to their duty free lunch period, have daily preparation time during which they shall not be assigned to any other duties as follows:
 1. Elementary school - a minimum of seven (7) periods per week;
 2. High school - not less than one class period per day.This does not include the time before or after school is in session for students.
- F. Exceptions to the provisions of Section A, B, C, D, and E above may be made only in cases of extreme emergency. The association shall be notified in each such instance, in advance if possible. A disagreement over whether an exception is justified shall be subject to the Grievance Procedure.
- G. Teacher participation in those extra-curricular activities listed in Schedule C shall be voluntary, and shall be compensated according to the rate of pay and/or release time in

schedule C.

- H. Chaperones on any overnight trip shall be paid \$175 (one hundred seventy five dollars) per night in 2009-10, \$200 (two hundred dollars) per night in 2010-11, and \$225 (two hundred and twenty five dollars) per night in 2011-12, plus expenses for each night.
- I. MES teachers shall participate in one additional parent-teacher conference to be scheduled in the evening but not on the same day as an afternoon parent-teacher conference.
- J. Teachers shall be available after pupil dismissal for tutoring one (1) day per week for forty-five (45) minutes. The day shall be scheduled at the convenience of the teacher.
- K. Athletic Trainer will be an 11 month position that will run from August 1- June 30th annually.

The athletic trainer will have the same number of holidays as provided for in the teachers' calendar. The Athletic Trainer and the Athletic Director will agree upon a holiday schedule which does not conflict with the athletic program. Alternate Holiday days may include the last days of June or the beginning days of August.

If the trainer is required to work on one of the legal holidays, he/she will be granted an additional day to compensate for it.

Employee will receive 11 sick days as well as 3 Personal days.

A flexible training room duty period 3 and teach period 4 and 5. (Will eat lunch during 3)

Fall season: The athletic trainer will cover all NJSIAA home games. The athletic trainer will cover varsity practices until 6:00 PM.

Winter season: The athletic trainer will cover all NJSIAA home games. The athletic trainer will cover varsity practices until 6:00PM.

Spring season: The athletic trainer will cover all NJSIAA home games. The athletic trainer will cover varsity practices until 6:00 PM.

Saturdays: The athletic trainer will cover NJSIAA home games and away football games.

Pre-season and holidays: The athletic director will schedule game coverage with the athletic trainer.

- L. Nurses: District nurses are allowed a 50 minute lunch. All nurses are allowed to take their lunch once their office is clear of students that require immediate medical attention. As all other personnel, nurses will sign out in the main office if leaving the building and sign in when they return. Nurses shall schedule their lunch with the building principal's approval. Since an emergency may require a nurse not to begin his/her lunch as scheduled, signing out and in will be the official record as to compliance with the 50 minute limit.

- M. Child Study Team: only three members of the Child Study team will be eleven month employees. This will be determined by seniority. The contract for eleven month employees shall be from September 1st to June 30th of the following year.

ARTICLE 9

CUSTODIAL EMPLOYEES' WORK SCHEDULE

- A. Custodial employees shall be assigned to a regular work week of 5 (five) consecutive days for a total of 40 (forty) hours; provided, however, that employees assigned to a weekly schedule which includes Saturdays shall be assigned on an involuntary basis only in the event that an insufficient number of volunteers are available. Involuntary assignments to the Saturday shift shall be made in inverse order of seniority among qualified employees (those holding a black seal license). Overtime rates shall be paid on all hours worked in excess of 40 (forty) hours in a week.
- B. The board shall have the right to require, as a condition of eligibility for Saturday and Sunday assignments, that an employee possesses a black seal license.
- C. The starting and finishing times of work shifts are to be set by the superintendent of schools or his/her designee.
- D. In case of emergency (snow storm, etc.) custodial employees may be called in to work before the normal starting time and may be required to be available Saturdays and Sundays for snow removal in order to prepare for the opening of school classes. The board of education will pay the custodial employees for emergency overtime at the pro-rated hourly rate of contract salary. In the event custodians are called in to work, they shall also be permitted to work the regular scheduled shift unless schools are closed. This language shall not change the regular Monday-to-Friday work week.
- E. Custodial employees called back to work in emergencies shall be guaranteed a minimum of four (4) hours of work unless the time of the call back is less than four hours from their next scheduled work shift, or is an extension of their normal work shift.
- F. If custodial employees are obliged to work on Sundays, they shall be compensated at double-time rate for the time worked on those days.
- G. If custodial employees are obligated to work on holidays, they shall be compensated by being granted either one (1) day leave of absence with pay or one (1) additional day's pay at straight time for each holiday worked, at the employee's discretion. If the employee selects the day, scheduling of the day must be approved by the supervisor.
- H. Night crew custodial employees shall be permitted up to one-half hour for dinner break provided that working time remains at eight hours per shift. At a date designated by the BOE, summer hour shifts shall be set at 7:00 a.m. to 3:00 p.m. and will include a ½ hour meal break.

ARTICLE 10

EDUCATIONAL SECRETARIES' WORK SCHEDULE

- A. Hours per week: 35 hours, September through June; 30 hours July and August.
- B. Hours for the start and end of the work day during the school year to be determined by the immediate supervisor with the approval of the superintendent. Hours for the start and end of the work day in July and August shall be 7:30 a.m. to 1:30 p.m. without a lunch break.
- C. Educational secretaries will receive the teachers' school calendar holidays. If school is in session on any legal holiday and educational secretaries are required to work, they shall be given this time off during the year, preferably during vacation time when school is not in session (upon the recommendation of the immediate supervisor and approval of the superintendent).

As per N.J.S.A. 18A:31-2, secretaries and office clerks are permitted up to two days' leave with pay for the N.J.E.A. Convention. These requests should be cleared with the immediate supervisor.

- D. Educational secretaries shall not be required to work when schools are closed due to inclement weather or other emergencies.

ARTICLE 11

CUSTODIAL EMPLOYEE'S HOLIDAY SCHEDULE

- A. Custodial employees shall be entitled to thirteen (13) paid holidays per year pursuant to a schedule of holidays approved by the board of education. The paid holidays shall include:

New Year's Day
Martin Luther King's Birthday
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day (and weekend extension, if any)
Labor Day
Columbus Day
General Election Day
Veterans' Day
Thanksgiving Day
Christmas Day.

- B. Holiday leave credit is to be used when due or, if unable to be used because schools are in session, any day after earned but before the end of the fiscal year with the recommendation of the business administrator (for custodians) and the approval of the superintendent. If they are not used within the period of time, they are lost to the employee. Holiday leave credit may not be used to extend vacation leave days.

ARTICLE 12

EMPLOYMENT PROCEDURES

- A. The board agrees to hire only certificated teachers holding certificates issued by the New Jersey State Board of Examiners, or the County Superintendent of Schools, for every regular teaching assignment.
- B.
 - 1. Each teacher shall be placed on the proper step of the salary guide when hired, subject to B.2.
 - 2. All experienced teachers shall receive full credit for their first five (5) years of previous teaching experience. Additional salary guide credit for the beginning teacher shall be given for each year of active full-time military service, not to exceed four (4) years.
- C. Previous accumulated unused sick leave days shall be restored to all staff returning from a board-approved leave.
- D. Teachers shall be notified of their contract and salary status for the ensuing year no later than May 15 or as per New Jersey Statute.
- E. All custodial employees are hired on an annual term contract. Said contract to terminate annually on June 30.
- F. Secretarial candidates with experience may receive credit for prior experience, salary to be determined at the time of hiring according to the appropriate salary schedule and with due consideration given to the budget appropriation. Future increments will be according to the appropriate salary schedule.
- G. Any educational secretary employed prior to January first of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year. No partial credit will be given.
- H. A terminated educational secretary shall receive two (2) weeks' notice of termination or two (2) weeks' pay in lieu of notice, plus accumulated vacation pay based on the proportion of full months worked in the contract year.
- I. An educational secretary who is resigning from his/her position shall give the normal two weeks notice.

Earned vacation shall be paid according to the proportion of full months worked to the total contract year, unless proper notice has not been given. If the full two weeks notice is not given, earned vacation shall not be paid.
- J. A terminated paraprofessional shall receive 2 (two) weeks notice of termination or 2 (two) weeks pay in lieu of notice.
- K. A paraprofessional who is resigning from his/her position shall give the normal 2 (two)

weeks notice.

ARTICLE 13

VACATIONS

Custodians:

- A. Only custodial employees employed on a 12-month basis are entitled to vacation leave. The vacation policy for custodial employees employed on a 12-month basis is as follows:
- | | |
|---------------------------|--------------------------------|
| Less than 1 year: | 1 day per month, up to 10 days |
| After 1 year - 7 years: | 10 days |
| After 7 years - 14 years: | 15 days |
| After 14 years: | 21 days. |
- B. No custodial employee may use vacation time until the completion of six months of service in the district.
- C. Vacations for custodial employees must be scheduled with the recommendation of the building principal and the approval of the business administrator. No vacations shall be granted the week prior to the close of school or the week immediately following the close of school. Neither will vacations be granted the week prior to school opening.
- D. All earned credits for vacation leave days are to be used in the fiscal year following the fiscal year in which they are earned. Failure to utilize earned vacation time during the school year in which it was earned shall result in its loss unless formal written approval for carrying over such time is granted by the superintendent of schools.

Secretaries:

- E. Educational secretaries employed on a twelve (12) month contract are entitled to a two (2) week vacation for the first seven (7) (1 through 7) years of service; three (3) weeks for the next seven (7) (8 through 14) years of service; twenty-one (21) days after fourteen (14) years of service, subject to the following restrictions governing newly-hired secretary:

Educational secretaries hired between October 1 and the following January 1 of any school year shall earn one (1) week of paid vacation time during that first school year terminating on June 30.

- F. Educational secretaries shall schedule vacation time in consultation with immediate supervisors, subject to approval by the superintendent of schools. Earned vacation time shall be utilized in the school year (July 1 - June 30) immediately following the year in which it was earned. Failure to utilize earned vacation time during the school year in which it was earned shall result in its loss unless formal written approval for carrying over such time is granted by the superintendent of schools.

ARTICLE 14

UNIFORMS

- A. The Board agrees to provide the following uniforms:
- 3 shirts each year (5 shirts the first year of employment for new employees) by August 1st.
 - 5 pairs of pants or shorts or any combination thereof each year by August 1st.
 - 2 sweatshirts each year by September 15th.
 - 1 spring jacket every other year by September 15th.
 - 1 winter jacket every other year by November 15th.
 - 2 smocks each year by August 1st.
- Rain gear shall be available in each building.
- The Board agrees to provide each full time custodial employee a \$200.00 (two hundred dollar) annual shoe allowance issued by August 1st, for the purchase of ANSI approved shoes. Employees shall submit a receipt and shall be paid by purchase order. All employees shall be required to wear the uniforms provided by the Board of Education.

ARTICLE 15

SALARIES

- A. The salaries of all employees covered by this agreement are set forth in the schedules attached hereto and made a part hereof. Effective July 1, 2009 teachers shall receive an increase of 3.95% inclusive of increment, BA starting salary \$46,500.; MA starting salary \$48,500, and doctorate starting salary \$50,500. Effective July 1, 2010 teachers shall receive an increase of 3.95% inclusive of increment. Effective July 1, 2011 teachers shall receive a 3.95% increase inclusive of increment. Secretaries, custodians, and paraprofessionals shall receive the same percentage increases as above. Schedule "C" shall be increased by 3.95% inclusive of increment in each year of the agreement. Salary guides shall be mutually developed and retroactive to July 1, 2009 from the date of ratification.
1. Under block scheduling any teacher who voluntarily teaches a fourth period shall be compensated \$5,130 per semester. If block scheduling is eliminated, the amount of the payment shall be renegotiated.
 2. Under the 9-period schedule any teacher who voluntarily teaches an additional class period beyond their daily contracted teaching load shall be compensated at the rate of \$28.50 per period.
 3. High School teachers under block scheduling shall receive \$57.00 per class period.
- B. "Bachelor's Degree" shall mean a Bachelor's Degree conferred by a college or university whose courses for such a degree are acceptable to the State Board of Examiners for certification purposes.
- C. "Master's Degree or the equivalent" shall mean a Master's Degree conferred by a college or university whose courses for such a degree are acceptable to the State Board of Examiners for certification purposes, or proof of satisfactory completion of thirty (30) semester hours in graduate courses in any college or university, colleges or universities, whose courses for the Master's Degree are acceptable to the State Board of Examiners for certification purposes.
- D. "Doctor's Degree or the equivalent" shall mean a Doctor's Degree conferred by a college or university whose courses for such a degree are acceptable to the State Board of Examiners for certification purposes, or proof of the satisfactory completion of the Master's Degree (as described in Section C) plus proof of thirty (30) additional semester hours of graduate courses not used in conferring the Master's Degree.
- E. Teachers who plan to complete sufficient academic study to entitle them to reclassification or adjustment in salary shall be required to notify the superintendent, in writing, before January first of the preceding fiscal year.
- F. Adjustments in salary made necessary because of a change in years of experience of

training shall be made at the usual time of issuance of contracts and at no other time during the year, and only if notification has been delivered in writing to the superintendent prior to January first of the preceding year.

- G. Each custodial employee who possesses a black seal boiler license for the entire year shall receive additional compensation in the amount of four hundred and fifty (\$450.) dollars per year. Effective upon ratification, new hires shall obtain their black seal license within one (1) year of employment or else their employment shall be terminated. Existing employees who do not possess a black seal license shall continue to pursue obtaining such license until they are successful.
- H. Custodial employees assigned to shifts which begin at/or after 3:00 p.m., shall be paid additional compensation at the rate of ten percent (10%) of their monthly base pay for the months of September through June when so employed and shall be paid as pensionable salary over a 12-month period.
- I. Those custodial employees hired before June 30, 2009 who are receiving \$625 pre year additional compensation for performing special responsibilities as custodian of grounds or mechanic, shall continue to receive this additional compensation. Custodian of grounds or mechanics hired after June 30, 2009 performing these special responsibilities shall not receive any additional compensation.
- J. Each educational secretary employed on a 12-month basis shall be paid in twenty-four (24) semi-monthly installments.
- K. The board shall reserve the right to make additional salary increments over and beyond the maximums as outlined in the attached schedules.
- L. Employees shall be provided with a statement of earnings, and deductions made from those earnings, for each monthly salary payment.
- M. Schedule "C": Curriculum Writing: the board reserves the right to assign curriculum writing during release time. When the board assigns curriculum writing after school hours, compensation shall be at the rate of \$30 (thirty dollars) per hour.
- N. At the expiration of the Collective Bargaining Agreement, there shall be no salary guide advancement until a successor agreement and salary guides are executed by the parties.

ARTICLE 16

TEACHER ASSIGNMENT

- A. All teachers shall be given written notice of their salary schedules, class and/or subject assignments, building and room assignments for the forthcoming year by the end of the school year or no later than August first.
- B. In the event changes in such schedules, class and/or subject assignments, building assignments, or room assignments are proposed after August 1 (except in the case of newly appointed teachers, where the date shall be August 15), the teacher affected shall be notified promptly in writing and, upon request of the teacher, the changes shall be reviewed promptly between the superintendent or his/her representative and the teacher affected and, if desired, his/her representative. In the event of any disagreement as to the need and desirability of such changes, the dispute shall be subject to the Grievance Procedure as set forth herein. The Grievance Procedure will terminate at Level Four. The grievance may not proceed to Level Five (which provides for binding arbitration).

ARTICLE 17

VOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. The superintendent shall post in all school buildings a list of the known vacancies which shall be available for the following school year. The superintendent shall post such vacancies as soon as practicable, so that employees desiring to be considered for reassignment and transfer shall have knowledge of the vacancies which are anticipated for the next school year.

Employees who desire a change in grade and/or subject assignment or who desire a transfer to another building may file a written statement of such desire with the superintendent not later than June first. Such statement shall include the grade and/or subject to which the employee desires to be assigned and the school or schools to which he/she desires to be transferred, in order of preference.

- B. In the determination of requests for voluntary reassignment and/or transfer, the wishes of the employee shall be honored to the extent that the transfer does not conflict with the educational requirements and best interests of the school system. If an employee's request for transfer or reassignment has been denied, the reason for such denial shall be stated in writing by the superintendent. A renewal or subsequent request may be made in the following school year under the conditions prescribed above.

ARTICLE 18

INVOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. Notice of an involuntary transfer or reassignment shall be given to teachers as soon as practicable and, except in cases of emergency, not later than August 15.
- B. When an involuntary transfer or reassignment is necessary, a teacher's area of competence, major and minor fields of study, length of service in the particular grade, and/or federal laws, rules, regulations, or administrative directives shall be considered in determining which teacher is to be transferred or reassigned.
- C. An involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and the superintendent, at which time the teacher shall be notified of the reason therefore. In the event a teacher objects to the transfer or reassignment at this meeting, upon request of that teacher, the principal, superintendent, and the objective teacher (and, if desired by the objecting teacher, his/her representative) will meet to review the facts. If no mutually agreeable solution can be reached, any procedural matters shall be subject to the Grievance Procedure. The grievance shall be initiated at Level Three.
- D. A list of open positions in the school district shall be made available to all teachers being involuntarily transferred. Such teachers may request the positions, in order of preference, to which they desire to be transferred. A teacher being involuntarily transferred or reassigned shall be placed only in an equivalent position; i.e., one in which, among other things, there is no reduction in rank or in total compensation.

ARTICLE 19

PROMOTIONS

- A. Promotional positions are defined as follows: positions paying a salary differential, and/or positions in the administrative-supervisory levels of responsibility (including but not limited to positions as superintendent, principal, assistant principal, Director of Curriculum K-12, Director of Psychological and Pupil Personnel Services, Director of Athletics, Supervisor). All vacancies in promotional positions, including specialists and/or special project teachers, pupil personnel workers, and positions in programs funded by federal government agencies shall be adequately publicized by the superintendent in accordance with the following procedure:
1. When school is in session a notice shall be posted in each school as far in advance as practicable (ordinarily at least thirty [30] school days before the final date when applications must be submitted and in no event less than fifteen [15] school days before such date). A copy of said notice shall be mailed to the association at the time of posting. Employees who apply for such vacancies will submit their applications in writing to the superintendent within the time specified in the notice and the superintendent shall acknowledge, in writing, the receipt of all such applications. Applications shall be kept on file in the superintendent's office for continual consideration for future vacancies until the office is notified by the applicant that the application is withdrawn.
 2. Employees who apply for a promotional position which may be filled during the summer period, when school is not in regular session, will submit their names to the superintendent together with the position for which they desire to apply. Such notice shall be sent as far in advance as practicable.
- B. All qualified employees shall be given adequate opportunity to make applications and no position shall be filled until all properly submitted applications have been given due consideration. The board agrees to give due consideration to the professional background and attainments of all applicants and other relevant factors.

ARTICLE 20

REDUCTION IN FORCE

- A. Seniority for the purpose of this Article 20 shall be defined as years of continuous and uninterrupted service in the district.
- B. In the event of a reduction in force among custodial staff with more than three years of service, the reduction in force shall be based on inverse order of seniority within classification.
- C. An employee subject to layoff in his/her classification shall have bumping rights to a lower classification, provided he/she has prior experience in the lower classification.

ARTICLE 21

EMPLOYEE EVALUATION

- A. All monitoring and observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee.
1. Each tenured teaching staff member shall be observed in the performance of his/her assigned duties at least once annually. Each non-tenure teaching staff member shall be observed in the performance of his/her assigned duties at least three times annually. Observations shall be long enough to permit the evaluator to observe a complete performance by the teaching staff member. Whenever possible, multiple observations that focus on different areas of responsibility are desirable. Multiple observations leading to a single post-observation conference and report shall be spread over time to allow for improvement; however, the total time shall not exceed ten (10) days from the first observation and a verbal indication shall be given to the teacher that additional observations will take place, as well as areas of concern to the evaluator. The observation conference shall be conducted within five (5) days after the last observation. The observation report form shall be signed and dated by the staff member and the evaluator. The signature of the staff member indicates that he/she has seen the report. It does not necessarily indicate agreement with its substance. A copy of the report shall be provided to the teaching staff member within ten (10) days of the conference. The teaching staff member shall be permitted to add his/her comments to the report at the time of the conference or within ten (10) working days thereafter. An additional conference shall be granted upon request by the teaching staff member. This request must be made by the teaching staff member within five (5) days following receipt of the observation report. The staff member's comments will be attached and filed with the report.
 2. The annual performance report shall be signed by the evaluator at the time of the conference and by the teaching staff member within five (5) working days of the conference. The signature indicates that he/she has seen the report, not necessarily agreement with its substance. The member may, within ten (10) working days of the conference, add material to the report not included by the evaluator. A copy of the report shall be provided to the teaching staff member within ten (10) working days of the conference.
- B. A teacher shall have the right, upon request, to review the contents of his/her personnel file and to receive copies at his/her own expense, of any documents contained therein. A teacher shall be entitled to have a representative of the association accompany him/her during such review. At least once every five (5) years, a teacher shall have the right to indicate those documents and/or the materials in his/her file which he/she believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the superintendent or his/her designee and, if he/she in his/her judgment decides they are obsolete or otherwise inappropriate to retain, they shall be destroyed in

the presence of the teacher.

1. No material derogatory to the teacher's conduct, service, character, or personality shall be placed in his/her personnel file unless the teacher has had an opportunity to review such material, except during a time pending completion of an investigation. The teacher shall acknowledge that he/she has reviewed such material by affixing his/her initials and/or his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher also shall have the right to submit a written answer to such material and his/her answer shall be reviewed by the superintendent and attached to the file copy.
 2. Although the board agrees to respect and protect the confidentiality of personal references, academic credentials, and other similar documents, it shall not establish any separate personnel file.
 3. Any complaints regarding a teacher, made to any member of the administration by any parent, student, or other person, which are used in the evaluation of the teacher in any manner, shall promptly be brought to the teacher's attention. The teacher shall have the right to respond to and/or rebut such complaint and shall have the right to be represented by the association at any meetings or conferences regarding such complaint. Complaints based on hearsay or received from anonymous sources shall summarily be disregarded.
- C. Prior to any evaluation report, the immediate superior of a non-tenure teacher shall have had sufficient communication (but not necessarily in writing) including but not limited to the areas defined in Section E below, with said teacher regarding his/her performance as a teacher.
- D. Final evaluation of a teacher upon termination of his/her employment shall be concluded prior to severance, if possible, and no documents and/or other material shall be placed in the personnel file of such teacher after severance and final evaluation or otherwise than in accordance with the procedures set forth in this article.
- E. Supervisory reports on tenured teachers shall be issued in the name of the appropriate supervisor and shall be written.
1. When pertinent, the report shall include:
 - a. Strengths and weaknesses of the teachers as evidenced during the period covered by the evaluation;
 - b. Specific suggestions and recommendations as to the measures which the teacher might take to improve his/her performance in each of the areas wherein weaknesses have been indicated.
 2. Supervisory reports for tenured teachers shall be made at least one (1) time each year, not later than May 15th.

F. Supervisory reports shall be provided for non-tenure teachers at least three (3) times each year.

1. The first non-tenure teacher report shall be no later than November 1 and the third no later than March 15.
2. No later than May 15, the board shall give each non-tenure teacher continuously employed since the preceding September 30 either:
 - a. A written offer of a contract for employment for the next succeeding year or
 - b. A written notice that such employment shall not be offered.
3. Any non-tenured teacher who has received notice of non-employment shall be entitled to a statement of written reasons for non-renewal of contract (if requested by the teacher), and will be given a limited type of hearing if request is (timely made) made within 15 days of the receipt of the notice by the teacher (under provisions of the Donaldson Decision). The teacher shall make a written request for a hearing to the board secretary and superintendent within fifteen (15) days of receipt of the notice. The board shall issue its determination no later than June 15.

G. The following evaluation procedure applies to non-certificated staff members.

1. All monitoring and observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee.
2. In order to provide a basis for employee improvement and to measure employee effectiveness, all employees shall be subject to periodic observation and evaluation of their work. Such evaluation shall consist of not less than two (2) observations.
3. Employees shall be informed in advance of the evaluation standards and criteria against which their work performance will be measured and judged.
4. Each evaluation shall be summarized in accordance with a numerical rating system of from 1 to 5, with a rating of 5 being highest.
5. An employee shall be informed whenever a written evaluation is being prepared for placement in the individual's personnel file.
6. Employees shall have the right, upon request, to a conference with the evaluator within a reasonable time after the completion of the evaluative observation.
7. The employee has the right to receive and sign for copies of observations and evaluation reports; and if the employee so desires, to append written comment to the evaluation report.
8. An employee shall have the right, upon request, to review the contents of his/her personnel file.
9. An employee shall have the right to have any unfavorable evaluation reviewed by the superintendent of schools.
10. An employee shall have the right, upon request, to review the contents of his/her personnel file and to receive copies (at his/her own expense) of any documents contained therein. An employee shall be entitled to have a representative of the association accompanying him/her during such review. At least once every five

(5) years, an employee shall have the right to indicate those documents and/or the materials in his/her file which he/she believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the superintendent or his/her designee and, if he/she in his/her judgment decides that they are obsolete or otherwise inappropriate to retain, they shall be destroyed in the presence of the employee.

ARTICLE 22

INSTRUCTIONAL COUNCIL

- A. An **Instructional Council** shall be established and it shall consist of the superintendent and a minimum of four (4) representatives to be selected by the superintendent and a minimum of four (4) representatives to be selected by the association president. The council shall meet at least once each month and advise the board on such matters as teaching techniques, curriculum improvement, extra-curricular programs, in-service testing, pupil testing and evaluation, philosophy and educational goals of the district, teacher recruitment, research and experimentation, educational specifications for buildings, and other related matters regarding the effective educational operation of the Manasquan School District; and to advise the superintendent of any problems (except personnel) which exist within the district. Materials may be placed on the agenda for discussion by the council provided the matters are discussed with the building principal at least one week prior to discussion in the Instructional Council session.
- B. The Instructional Council shall establish its own rules of procedure and shall provide for the rotation of the chairpersonship. Such chairperson shall be responsible for the arrangement and conduct of meetings.
- C. Minutes of the meetings of the Instructional Council shall be recorded. Copies of the minutes shall be kept in a file maintained for such purpose by the Secretary of the Board of Education. Copies of the minutes shall be distributed to each member of the council. Recommendations of the council shall be submitted in writing and distributed to each member of the board of education and the association; however, the findings of fact, conclusions, and recommendations shall be purely advisory and shall not be binding on the board of education.
- D. Nothing in this article shall be interpreted to prevent the council from consulting with additional teachers, professional advisers, parents, students, or other persons as needed.

ARTICLE 23

SICK LEAVE AND RETIREMENT

- A. **Sick leave** is defined as the absence from his/her post of duty of any employee because of personal disability due to illness or injury, or because he/she has been excluded from school by the medical authorities of the school district on account of contagious disease or of being quarantined for such disease in his/her immediate family or household.
- B. Any employee of the board employed on a 12-month basis shall be allowed sick leave with full pay for a minimum of twelve (12) days in any fiscal year (school year for teachers).
1. Any employee of the board employed on a 10-month basis shall be allowed sick leave with full pay for a minimum of ten (10) days in any fiscal year (school year for teachers).
 2. It shall be the obligation of the employee to certify that the absence resulted from personal illness, and any employee absent over three consecutive days may be required to file a doctor's certificate of illness.
 3. Unused sick leave days shall be accumulated from year to year with no maximum limit.
- C. Absence beyond the accrued leave credit shall receive special separate consideration of the board. Decisions reached by the board, based on the merits of individual cases, shall not be considered as setting precedents for the future.
1. If no special consideration is given under the provisions of the paragraph above for teachers, an additional thirty (30) days of sick leave beyond the cumulative leave accrued may be granted in any single year, if necessary. Deduction from the teacher's pay for such period shall be made for the cost of substitute at the prevailing pay scale for substitute teachers.
 2. Loss of a day's pay for absence other than stipulated in this agreement for teachers shall be computed at a rate of 1/200 of the annual salary.
 3. For all other employees, loss of a day's pay for absence other than stipulated shall be computed at the rate of 1/240 of the annual salary for 12-month employees and 1/185 of the annual salary for 10-month employees.
 4. The total amount deducted from the employee's pay and the number of days for which full pay was deducted shall appear in the statement of earnings and deductions of the pay period from which the deduction is made.
- D. Teachers who retire in accordance with the rules of the Teachers Pension and Annuity Fund (TPAF) after working 15 (fifteen) years in the Manasquan School District will be compensated for 100% (one hundred percent) of their unused accumulated sick leave at a rate of \$60.00 (sixty dollars) in the 2009-10 school year, \$70 (seventy dollars) in the 2010-11 school year and \$75 (seventy five dollars) in the 2011-12 school year per day. Sick leave reimbursement upon retirement shall be capped at \$8500.00 (eight thousand

five hundred dollars) for any teacher hired after August 24, 1999.

1. Paraprofessionals, educational secretaries and custodial employees who retire in accordance with the Public Employment Retirement System (PERS) after working fifteen (15) years in the Manasquan School District shall be compensated for one hundred percent (100%) of their unused accumulated sick leave at the rate of \$40.00 (forty dollars) per day.
2. Custodial employees who retire in accordance with the Public Employment Retirement System after working between ten (10) and fifteen (15) years in the Manasquan School District shall be compensated for one hundred percent (100%) of their unused accumulated sick leave at the rate of \$30.00 (thirty dollars) per day.
3. The above provisions apply only to sick days earned during employment with the Manasquan School District and accumulated by employees with the stipulated minimum years of service completed within the district.
4. In the event of the death of an employee, all accumulated sick leave shall go to the designated beneficiary.

ARTICLE 24

TEMPORARY LEAVES OF ABSENCE

- A. Employees shall have the right to apply for the following temporary non-accumulative leaves of absence with full pay each fiscal year (school year for teachers):
1. Three (3) days leave of absence, two (2) of which shall be granted for personal reasons and one (1) which may be granted for reasons subject to approval by the superintendent of schools. Application for leave under this provision shall be made on the checklist forms prepared by the superintendent and the association president.
 2. Times necessary for appearance in any legal proceeding connected with the teacher's employment or with the association member's employment or with the school system.
 3. Times necessary for appearance in a legal proceeding if the employee is required by law to attend (e.g. subpoena, etc.).
 4. Bereavement leave of up to five (5) school days from the date of death shall be granted per occurrence for the death of any member of the immediate family (including an employee's spouse, child, father, mother, sister, brother, grandparents, mother-in-law, father-in-law, son-in-law, daughter-in-law, and any other member of the immediate household).
Employees may be absent from school duties without loss of pay for a period of one (1) day for the death of a relative or close friend outside the employee's immediate family as defined above.
In the event there are no work days scheduled in the seven (7) days immediately following the date of death, bereavement leave may be granted at the discretion of the superintendent of schools. The exercise of such discretion shall not become the basis for the establishment of a practice.
 5. In the event of the death of an employee or student in the Manasquan School District, the superintendent shall grant to an appropriate number of association representatives sufficient time off for attendance at the funeral.
 6. Time necessary for employees called into temporary active duty of any unit of a military organization, as hereafter defined, provided such obligations cannot be fulfilled on days when school is not in session. An employee shall receive his full regular pay in accordance with the statutes pertaining thereto as hereinafter cited:
 - a. N.J.S.A. 38A:4-4 Leave of Absence for employees without loss of pay; additional to regular vacation: all officials and employees of the state or of any board or committee of the state or of any county, school district, or municipality who are members of the organized militia shall be entitled to leave of absence from their respective duties without loss of pay or time on all days during which they shall be engaged in active duty, active duty for

training, or other duty ordered by the governor, provided however that the leaves of absence for active duty or active duty for training shall not exceed 90 days in the aggregate in any one year.

- b. N.J.S.A. 38:23-1, Leave of Absence for field training in reserve corps of the United States: an officer or employee of the state or a county or municipality who is a member of the organized reserve of the Army of the United States, United States Naval Reserve, United States Air Force Reserve, or the United States Marine Corps Reserve, or other organization affiliated therewith, shall be entitled to leave of absence from his/her respective duty without loss of pay or time on all days on which he/she shall be engaged in field training. Such leave of absence shall be in addition to the regular vacation allowed such employee.

- 7. The president of the association or his/her designee shall be granted up to 2 (two) days per year for attendance at meetings, workshops, or conferences of a professional nature. Application for such leave under this provision shall be made to the superintendent at least 3 (three) days in advance of taking such leave.

- B. Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the employee is entitled.
- C. Other temporary leaves of absence may be granted by the board.
- D. All unused personal leave shall be accumulated as unused sick leave at the end of each school year.
- E. Application to the superintendent or his/her designee for a temporary leave of absence shall be made on a form listing categories of reasons, such form to be developed jointly by the superintendent of schools and the association president. The application shall be made at least two (2) days before taking such leave (except in the case of emergency) and give the reason why the request is made.
- F. No personal days with the exception of those described in Section A-4, 5, and 7 may be utilized before or after a scheduled holiday as defined by the school calendar except that exceptions for emergencies may be applied for and granted by written approval of the superintendent of schools.

ARTICLE 25

EXTENDED LEAVES OF ABSENCE

- A. Military leave without pay shall be granted to any teacher who is inducted in any branch of the armed forces of the United States, for a period of induction of up to two (2) years.
- B. The board shall grant maternity leave without pay to any female employee upon request, subject to the following stipulations and limitations:
 - 1. Maternity leave shall be granted when a female employee is unable to physically continue with her duties as an employee because of pregnancy and shall terminate as soon as she is physically able to return to her duties as may be determined by a physician; or for a period of time mutually agreeable to the employee and the board.
 - 2. Any employee granted maternity leave without pay, according to the provisions of this section, may at her discretion elect to substitute all or any part of her accumulated sick leave in lieu thereof and receive full pay and benefits for the same.
- C. Any employee who proposes to adopt a child may receive a leave without pay in order to meet the adoption requirements. Said leave shall be granted upon mutual agreement between the board and the employee as to the conditions of the leave. Accrued sick leave benefits shall not be usable while on leave to meet adoption requirements.
- D. Upon return from leave granted pursuant to Section A of this article, a teacher shall be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent, provided however that time spent on said leave shall not count toward the fulfillment of tenure requirements.
- E. All employees, excluding teachers, who become physically disabled in connection with a pregnancy may use sick leave in accordance with the provisions of Article 23, provided however that no employee on unpaid leave of absence shall be eligible to use sick leave. The board reserves the right to require appropriate medical certification of the disability and, where necessary independent medical examination.
- F. All requests for extensions or renewals of leaves shall be submitted and answered in writing where time permits this to be possible.
- G. Other leaves of absence may be granted by the board for good reason.
- H. Advancement on the salary guide shall be based upon the date of commencement of the leave of absence. The employee will be granted a full salary guide step and credit for longevity if he or she works more than ninety (90) school days during the year. Working ninety (90) school days or less does not allow for advancement on the salary guide or credit for longevity.

ARTICLE 26

TUITION REIMBURSEMENT

Teachers shall be eligible for tuition reimbursement in the amount of 50% (fifty percent) of the cost of the courses taken, up to \$900 (nine hundred dollars) per fiscal year, providing the following conditions are satisfied:

- A. the course(s) is/are in an accredited program leading to a masters or doctorate degree in the teacher's area of instruction or in a certificated program;
- B. written prior approval of the superintendent has been received;
- C. the teacher earns a grade of B or better;
- D. the teacher notifies the business administrator, in writing, before January 30th of the next fiscal year of his/her intent to participate in the tuition reimbursement program.
- E. Payment is to be made within sixty (60) days of receipt of official documentation, to the superintendent, of successful completion of the course(s).

ARTICLE 27

SUBSTITUTES

- A. The board agrees at all time to maintain an adequate list of substitute teachers. Teachers shall notify the principal's office (or the principal's home telephone) or other designated answering service as soon as possible and in any event prior to the opening of the school day, to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute.
- B. Teachers can be assigned to provide substitute coverage for a class. Such assignments should be made on a voluntary basis. If there are no volunteers and no teachers can be reassigned from a duty assignment, substitute coverage assignments can be made on an involuntary basis. If involuntary assignments are necessary, they shall be made on a rotation basis among the staff scheduled for conference periods. Effective upon ratification, elementary teachers assigned to provide substitute coverage for a class during a conference period shall be compensated at a rate of \$28.50 (twenty eight dollars and fifty cents) per period. Teachers assigned to provide substitute coverage for a block period shall be compensated at a rate of \$57.00 (fifty seven dollars) per block period.

ARTICLE 28

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. The board and the association support the principle of continued training of teachers and improvement of instruction.

1. To pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, or other such sessions which a teacher is required and/or requested by the administration or the board to take with the exception of any continuing education required by NJAC 6:11-13.1 et.seq.
2. To cooperate with the association in arranging those in-service courses, workshops, conferences, and programs to improve the quality of instruction.
3. The Board shall utilize current in-service days and add 1 (one) additional day to the teachers work year and provide in-service as follows:

<u>In-service Days</u>	<u>Time</u>	<u>Hours</u>
1st day of school (Sept.-students ½ day) (Extend work day 1 hr)	1:00-4:00	3 hrs
Additional day in September (students ½ day) (Extend work day 1 hr)	1:00-4:00	3 hrs
Mid-year in-service day (Jan/Feb)		7 hrs
Add an additional teachers' day during year		7 hrs
Total Hours per Year		20 hrs

ARTICLE 29

INSURANCE PROTECTION

- A. Except as noted in this paragraph and in Paragraph E below, the board shall pay the full premium cost for each full-time employee and those part-time employees working 26 (twenty-six) or more hours on average per week in the bargaining unit and the full premium costs for each full-time employee's and part-time employee's (working 26 or more hours on average per week) dependents, including hospital, medical/surgical insurance and major medical expense insurance. The health benefits program shall provide for mandatory second opinion surgery; pre-admission certification/continued stay review. Employees hired after June 24, 1993 shall be provided employee only coverage at board expense for the first three (3) years of service. After three (3) years of service, these employees shall be provided full family coverage at board expense. (Throughout this contract, and for all employees hired after the date of this memorandum of agreement, part-time employees eligible for benefits are those working 26 (twenty-six) or more hours on average per week.)

Effective January 1, 2007, all non-tenured employees shall be eligible for the PPO Plan. These employees will not be eligible for the Traditional Insurance Plan even after attaining tenure. Any tenured employee who selects the PPO Plan shall not be eligible to return to the Traditional Plan.

The PPO Plan shall provide for Chiropractic and Physical Therapy with a cap of 60 visits per year.

The Traditional Plan deductible shall be \$400/\$800.

1. For each eligible employee who remains in the employ of the board for the full year, and will be returning to the employ of the board for the next year, the board shall make payment of insurance premiums to provide insurance coverage for the full 12 (twelve) months, commencing September 1 and ending August 31; when necessary, premiums on behalf of the employee shall be made prospectively to ensure uninterrupted participation in coverage. Any employee laid off and rehired in September shall be eligible for reimbursement for the COBRA payments made by the employee to maintain insurance coverage.
 2. Provisions of the health-care insurance program shall be detailed in the master contract between the board and the insurance carrier. The carrier shall provide each covered employee with a statement of available benefits.
- B. The board shall continue to provide a full family dental insurance program to full-time employees and part-time employees working 26 or more hours on average per week) in the bargaining unit. Employees hired after June 24, 1993 shall be provided employee only coverage at board expense for the first three (3) years of service. After three (3) years of service, these employees shall be eligible for full family coverage at board expense.
- C. The board shall provide a prescription drug insurance program to all full-time employees and part-time employees working 26 or more hours on average per week in the

bargaining unit. Effective January 1, 2010, the Prescription Plan shall be changed as follows:

		Mail Order
Non-preferred drug	\$40	\$60
Preferred drug	\$25	\$30
Generic	\$10	\$10

- D. The insurance carrier shall provide to each employee a description of the health-care coverage provided under this article, no later than the beginning of the school year, which shall include a clear description of conditions and limits of coverage as listed.
- E. Paraprofessionals hired after July 1, 1986 shall not be eligible for health insurance fringe benefits, provided however that any cafeteria worker or aide employed prior to June 30, 1986 who is subject to a reduction in force shall, if rehired, be entitled to the same level of fringe benefits as was provided prior to the RIF. In addition, any aides working 26 (twenty-six) hours or more on average per week shall be eligible for health benefit coverage.
- F. Any employee shall have the option of surrendering coverage under this article in exchange for a lump sum cash payment of \$7,500 (seven-thousand-five-hundred) for family coverage, \$5,600 (fifty-six-hundred) for husband and wife, \$4,000 (four-thousand) for parent and child and \$2,500 (twenty-five-hundred) for single. Said payment shall be made in two installments on January 15th and June 30th of the contract year in which benefits are surrendered. Each employee opting to surrender benefits provided under Article 29 shall notify the Board no later than June 15th preceding the contract in which the employee will receive a stipend in lieu of benefits. Employees who accept the lump sum cash payment will be surrendering all benefits under Article 29 (i.e. Medical, Dental, and Prescription).

Surrender of benefits for the following year shall not be considered automatic. Every employee shall be considered as covered unless and until such time as an employee shall affirmatively notify the Board that it is continuing to surrender benefits in return for the aforestated stipend.

ARTICLE 30

DEDUCTION FROM SALARY

- A. The board agrees to deduct from the salaries of its employees dues for the Manasquan Education Association, the Monmouth County Education Association, the New Jersey Education Association or the National Education Association, or any one or any combination of such associations as said employees individually and voluntarily authorize the board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws 1967 [N.J.S.A. 52:14-15.9(e)] and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the treasurer of the Manasquan Education Association by the 15th of each month following the monthly pay period in which the deductions were made. The association treasurer shall disburse such monies to the appropriate association or associations. Employee authorizations shall be in writing on the appropriate form supplied by the association.
1. Each of the associations named above shall certify, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the board written notice prior to the effective date of such change.
 2. Additional authorizations for deduction may be received after August first under rules established by the State Department of Education.
 3. The filing of notice of an employee's withdrawal shall be prior to December first and become effective to halt deductions as of January first next succeeding the date on which notice of withdrawal is filed.

ARTICLE 31

REPRESENTATION FEE

- A. If any employee does not become a member of the association during any membership year which is covered in whole or in part by this agreement, said employee will be required to pay a representation fee to the association for that membership year. The purpose of this fee will be to offset the employees' per capita cost of services rendered by the association as majority representative.
- B. Prior to the beginning of each membership year, the amount of said representation fee shall be certified to the board by the association, which amount shall not exceed eighty-five percent (85%) of the regular membership dues, fees, and assessments charged by the union to its own members.
- C. Once during each membership year covered in whole or in part by this agreement, the association will submit to the board a list of those employees who have not become members of the association for the then current membership year. The board will deduct the representation fee in equal installments, as nearly as possible, for the paycheck paid to each employee on the aforesaid list during the remainder of the membership year in question.
- D. The employer shall remit the amount deducted to the association monthly, on or before the 15th of the month following the month in which such deductions were made.
- E. These deductions shall commence thirty (30) days after the beginning of employment in the unit or ten (10) days after re-entry into employment in the unit.
- F. The association shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.5(c) and 5.6, and membership in the association shall be available to all employees in the unit on an equal basis at all times. In the event the association fails to maintain such a system or if membership is not so available, the employer shall immediately cease making said deductions.
- G. The association shall indemnify and hold the board harmless against any and all claims, demands, suits, and other forms of liability that shall arise out of, or by reason of, any action taken or not taken by the board for the purpose of complying with any of the provisions of this article. The association shall intervene in and defend any administrative or court litigation concerning this provision. In any such litigation, the board shall have no obligation to defend actions arising under this article but, once compelled to do so; the association shall reimburse the board for all reasonable costs incurred in defending or participating in such litigation.

ARTICLE 32

MISCELLANEOUS PROVISIONS

- A. The board and the association agree that there shall be no discrimination (and that all practices, procedures, and policies of the school system clearly exemplify that there is no discrimination) in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application or administration of this agreement on the basis of race, creed, color, religion, national origin, sex, domicile, sexual orientation or marital status.
- B. This agreement constitutes board policy for the term of said agreement, and the board shall carry out the commitments contained herein and give them full force and effect as board policy.
- C. If any provision of this agreement, or any applications of this agreement to any employee hereby covered, shall be found to be contrary to law, such provision or application shall have the effect only to the extent permitted by law; but all other provisions or applications of this agreement shall continue in full force and effect.
- D. Any individual contract between the board and an individual employee heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this agreement. If an individual contract contains any language inconsistent with this agreement, this agreement.....during its duration.....shall be controlling.
- E. Whenever any notice is required to be given by either of the parties to this agreement, either party shall do so by telegram or registered letter to the following addresses:
 - 1. If by the association: to Manasquan Board of Education at 169 Broad Street, Manasquan, New Jersey 08736.
 - 2. If by the board: to Manasquan Education Association, Manasquan High School, Broad Street, Manasquan, New Jersey 08736.

ARTICLE 33

PARAPROFESSIONALS

- A. Paraprofessionals, who are hourly workers and are paid on the basis of a minimum 185 day year, shall receive that compensation if required to work less than 185 days. If required to work more than 185 days, all days in excess of 185 shall be compensated additionally at the negotiated hourly rate.
- B. In the event of a reduction in force, paraprofessionals will be categorized into either an instructional classification or non-instructional classification and the reduction in force will be by inverse order of seniority within the paraprofessional's classification (provided that all other things, as reflected in the evaluation ratings, are equal.)
- C. When a certified paraprofessional is directed by the principal to cover an instructional period, the certified paraprofessional shall receive the stipend provided for in paragraph B, Article 27. (\$28.50 for class period, \$57.00 for block period).
- D. Paraprofessional longevity will be noted on the paraprofessional guide in the amount of \$360.00 (three hundred and sixty dollars) after 10 years.
- E. A terminated paraprofessional shall receive thirty (30) days notice of termination or thirty (30) days pay in lieu of notice.

ARTICLE 34

DURATION OF AGREEMENT

This Memorandum of Agreement shall be subject to the ratification of the respective parties and all salaries and stipends shall be retroactive to July 1, 2009 and shall be effective through June 30, 2012 subject to the association's right to negotiate a successor agreement as provided in Article 2. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated above, unless it is extended by written mutual agreement of the board and the association.

IN WITNESS WHEREOF the board and the association have each caused this agreement to be duly executed by their respective presidents and secretaries.

The undersigned parties agree to the above this 9th day of December, 2009.

**BOARD OF EDUCATION
ASSOCIATION**

MANASQUAN EDUCATION